

EXHIBIT K.1

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00454

JURY TRIAL DEMANDED

**DEFENDANT’S SECOND AMENDED INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)**

Defendant Microsoft Corporation (“Microsoft”) provides these initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). Discovery or other investigations are ongoing and may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the amended complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in

these initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Amit Kumar	Counsel for Microsoft	Knowledge of the design, development, and operation of Azure Monitor.
Anirudh Cavale	Counsel for Microsoft	Knowledge of the design, development, and operation of Azure Monitor.
Gabe Wishnie	Counsel for Microsoft	Knowledge of the design, development, and operation of Azure Monitor.
Rachel Lemberg	Counsel for Microsoft	Knowledge of the design, development, and operation of dynamic thresholds.
Vijay Kumar	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development Managing Director of Business	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the

Name	Contact Information	Subject
Development for WSOU		relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
BP Funding Trust, Series SPL-VI c/o Basepoint Administrative, LLC	500 Delaware Avenue, 11th Floor Wilmington, DE 19801 United States 302-888-5813	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Solutions and Networks BV	Antareslaan 1 Hoofddorp 2132 JE Netherlands	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Technologies Oy	Karaportti 3 Espoo, Uusimaa 02610 Finland	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
OCO Opportunities Master Fund, L.P., (f/k/a Omega Credit Opportunities Master Fund LP)	810 7th Avenue, 33rd Floor New York, NY 10019	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Orange Holdings	502 North Division Street Carson City, NV, 89703	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Wade and Company	17 Prince Arthur Toronto, Ontario, M5R IG4, Canada	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WCFT Cayman Ltd.	Unknown	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-

Name	Contact Information	Subject
		Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WSOU Holdings, LLC	16192 Coastal Highway Lewes, Delaware, 19958	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Emmanuel Marily	Nokia Bell Labs, Site Nokia Paris-Saclay, France Route de Villejust, 91620 Nozay, France	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Stéphane Betge-Brezetz	Nokia Bell Labs, Site Nokia Paris-Saclay, France Route de Villejust, 91620 Nozay, France	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Olivier Martinot	Telecom SudParis, Courcouronnes FR, 9 Rue Charles Fourier, 91000, France	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Erick J. Palmer	Mayer Brown 71 South Wacker Drive Chicago, IL 60606 312-782-0600	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Mark E. Wallerson	NSIP Law 1120 Connecticut Ave, NW, Suite 304 Washington, DC 20036 202-429-0020	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating

Name	Contact Information	Subject
		thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
David J. Cushing	Sughrue Mion PLLC 2000 Pennsylvania Ave. NW Washington, District of Columbia 20006 202-293-7060	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
BMC Software, Inc.	2103 CityWest Boulevard Houston, Texas 77042 800-793-4262	Knowledge of the prior art.
International Business Machine Corporation	1 New Orchard Road Armonk, NY 10504 914-499-1900	Knowledge of the prior art including that obtained through its acquisition of Micromuse Inc.
Moogsoft Inc.	1160 Battery Street East, 1st Floor San Francisco, CA 94111 415-738-2299	Knowledge of the prior art.
NeTrue Communications, Inc.	1400 N Harbor Blvd Suite 601 Fullerton, CA 92835	Knowledge of the prior art.
Netpredict, Inc.	1010 El Camino Real, Suite 300 Menlo Park, CA 94025	Knowledge of the prior art.
Oracle Corporation	2300 Oracle Way Austin, TX 78741 650-506-7000	Knowledge of the prior art including that obtained through its acquisition of Sun Microsystems, Inc.
Cisco Systems, Inc.	170 West Tasman Dr., San Jose, CA 95134 408-526-4000	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It

also may be learned, as discovery proceeds and issues in this action unfold, that one or more individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

Other individuals not specifically known to Microsoft at this time may possess relevant information, particularly information related to the non-infringement, unenforceability, and/or invalidity of the Patent-in-Suit and any related domestic or foreign applications or patents. Such individuals may include, but are not limited to: (a) authors of prior art publications and patents relevant to the subject matter of the Patent-in-Suit; (b) individuals having knowledge or any prior art use, sale offer for sale, or invention relevant to the subject matter of the Patent-in-Suit; (c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional

information later becomes known and to designate and/or call further witnesses at trial. Microsoft also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

B. Relevant Documents and Tangible Things

Based upon information reasonably available to Microsoft at the present time, Microsoft expects that it may use the following categories of documents, data compilations, and tangible things that are in its possession, custody or control to support its claims and/or defenses to counterclaims, unless solely for impeachment. These disclosures do not constitute admissions as to the relevance or admissibility of the identified materials or a waiver of any attorney-client privilege, work product protection or other applicable protection or immunity.

1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).
2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).

6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

Pursuant to its investigation to date, Microsoft is not currently aware of any Microsoft non-custodial data sources that contain non-duplicative discoverable information. Microsoft expressly reserves the right to identify any Microsoft non-custodial data sources if such additional documents and information become known and are discovered. In support of its claims, Microsoft may also rely on documents produced by Defendant pursuant to Federal Rule of Civil Procedure 34 and/or documents produced by non-parties pursuant to Federal Rule of Civil Procedure 45.

C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Respectfully submitted,

Date: September 30, 2021

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Attorneys for Defendant Microsoft Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on September 30, 2021 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth

EXHIBIT K.2

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00457

JURY TRIAL DEMANDED

DEFENDANT'S AMENDED INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)

Defendant Microsoft Corporation (“Microsoft”) provides these amended initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). The information set forth below is preliminary and fact discovery is ongoing. Discovery or other investigation in the future may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in these

initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Keith Kline	Counsel for Microsoft	Knowledge of design and operation of the accused products/services, knowledge of the prior art.
Jeff Gattis	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Tony Chen	Counsel for Microsoft	Knowledge of Microsoft's development of earlier products, knowledge of the prior art.
Justin Brown	Counsel for Microsoft	Knowledge of Microsoft's development of earlier products, knowledge of the prior art.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior

Name	Contact Information	Subject
Managing Director of Business Development for WSOU		art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Alcatel-Lucent USA Inc. (a/k/a Nokia of America Corporation)	600-700 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Credit Suisse AG	Eleven Madison Avenue New York, NY 10010	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Lucent Technologies Inc.	PO Box 636, 600 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WSOU Investments, LLC	605 Austin Ave, Suite 6 Waco, Texas 76701	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Aqua Licensing LLC	201 Mission, Suite 1200 San Francisco, CA 94105	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.

Name	Contact Information	Subject
Girish P. Chandranmenon	Nokia Bell Labs, 600 Mountain Avenue, Murray Hill, NJ 07974-0636	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Fang Hao	Lucent Technologies, Bell Labs, Bell Labs, 791 Holmdel Road, Holmdel, NJ 07733	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Scott C. Miller	Nokia Bell Labs, Bell Labs, 791 Holmdel Road, Holmdel, NJ 07733	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Sarit Mukherjee	Nokia Bell Labs, Bell Labs, 791 Holmdel Road, Holmdel, NJ 07733	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Tejas Naik	Ernst & Young, 100 North Tryon Street, Suite 3800, Charlotte, NC 28202	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
John E. Curtin	The Capitol Patent & Trademark Law Firm, PLLC (CAPPAT) 625 Slaters Lane, 4th Floor Alexandria, Virginia 22314	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity,

Name	Contact Information	Subject
		conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Ray Heflin	Capitol City TechLaw (Virginia) 344 Maple Avenue West, #333 Vienna, VA 22180	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Bungie	550 106th Avenue NE #207 Bellevue, WA 98004	Knowledge of the prior art.
EA Sports/ Electronic Arts	209 Redwood Shores Parkway Redwood City, CA 94065	Knowledge of the prior art.
Epic Games	620 Crossroads Blvd. Cary, NC 27518	Knowledge of the prior art.
Microsoft Corporation	One Microsoft Way Redmond, WA 98052 Contact through Counsel for Microsoft	Knowledge of the prior art.
Raven Software	8496 Greenway Blvd Middleton, Wisconsin, 53562	Knowledge of the prior art.
Sega of America, Inc.	6400 Oak Canyon, Suite 100 Irvine, CA 92618	Knowledge of the prior art
Sony	1-7-1 Konan Minato-ku Tokyo, 108-0075 Japan	Knowledge of the prior art.
Ubisoft	28 rue Armand Carrel 93108 Montreuil-sous- Bois, France	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It

also may be learned, as discovery proceeds and issues in this action unfold, that one or more individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

Other individuals not specifically known to Microsoft at this time may possess relevant information, particularly information related to the non-infringement, unenforceability, and/or invalidity of the Patent-in-Suit and any related domestic or foreign applications or patents. Such individuals may include, but are not limited to: (a) authors of prior art publications and patents relevant to the subject matter of the Patent-in-Suit; (b) individuals having knowledge or any prior art use, sale offer for sale, or invention relevant to the subject matter of the Patent-in-Suit; (c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional

information later becomes known and to designate and/or call further witnesses at trial. Microsoft also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

B. Relevant Documents and Tangible Things

Based upon information reasonably available to Microsoft at the present time, and subject to the entry of a suitable protective order for the protection of confidential information, Microsoft expects that it may use the following categories of documents, data compilations, and tangible things that are in its possession, custody or control to support its claims and/or defenses to counterclaims, unless solely for impeachment. These disclosures do not constitute admissions as to the relevance or admissibility of the identified materials or a waiver of any attorney-client privilege, work product protection or other applicable protection or immunity.

1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).
2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).

6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

Pursuant to its investigation to date, Microsoft is not currently aware of any Microsoft non-custodial data sources that contain non-duplicative discoverable information. Microsoft expressly reserves the right to identify any Microsoft non-custodial data sources if such additional documents and information become known and are discovered. In support of its claims, Microsoft may also rely on documents produced by Defendant pursuant to Federal Rule of Civil Procedure 34 and/or documents produced by non-parties pursuant to Federal Rule of Civil Procedure 45.

C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Respectfully submitted,

Date: August 30, 2021

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rcederoth@sidley.com
jwmcbride@sidley.com

Attorneys for Defendant Microsoft Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on August 30, 2021 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth

EXHIBIT K.3

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00460

JURY TRIAL DEMANDED

DEFENDANT'S AMENDED INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)

Defendant Microsoft Corporation (“Microsoft”) provides these amended initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). The information set forth below is preliminary and fact discovery is ongoing. Discovery or other investigation in the future may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in these

initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Ilja Petrov	Counsel for Microsoft	Knowledge of design and operation of the accused products/services.
Andrei Porovkin	Counsel for Microsoft	Knowledge of design and operation of the accused products/services.
Luis Carrasco	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development Managing Director of Business Development for WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.

Name	Contact Information	Subject
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Alcatel-Lucent USA Inc. (currently known as Nokia of America Corporation)	600-700 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
BP Funding Trust, Series SPL-VI c/o Basepoint Administrative, LLC	500 Delaware Avenue, 11th Floor Wilmington, DE 19801	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Credit Suisse AG	Eleven Madison Avenue New York, NY 10010	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Solutions and Networks BV	Antareslaan 1 Hoofddorp 2132 JE Netherlands	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Technologies Oy	Karaportti 3 Espoo, Uusimaa 02610 Finland	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
OCO Opportunities Master Fund, L.P., (f/k/a Omega Credit Opportunities Master Fund LP)	810 7th Avenue, 33rd Floor New York, NY 10019	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Orange Holdings	502 North Division Street Carson City, NV, 89703	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.

Name	Contact Information	Subject
Wade and Company	520 Newport Centre Boulevard Newport Beach, California 92660	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WCFT Cayman, Ltd.	Unknown	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WSOU Holdings, LLC	16192 Coastal Highway Lewes, Delaware, 19958	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Aqua Licensing LLC	201 Mission, Suite 1200 San Francisco, California, 94105	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Yigang Cai	On information and belief, Naperville, IL	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Xiangyang Li	Alcatel-Lucent Shanghai Bell Enterprise Communications Co., Ltd., 3F, Building 1, No.525 Xizang (N) Rd., Shanghai, Shanghai, 200070, China	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Joseph D. Dreher	Fay Sharpe LLP The Halle Building 1228 Euclid Avenue, 5th Floor	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the

Name	Contact Information	Subject
	Cleveland, Ohio 44115-1843	Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Thomas Tillander	Fay Sharpe LLP The Halle Building 1228 Euclid Avenue, 5th Floor Cleveland, Ohio 44115-1843	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
AT&T Mobility LLC (Cingular Wireless)	1025 Lenox Park Blvd Northeast Atlanta, GA 30319	Knowledge of the prior art.
Blyk Ltd	Tekniikantie 15, ESPOO 02150 Helsinki Finland	Knowledge of the prior art.
Microsoft Corporation	One Microsoft Way Redmond, WA 98052 Contact through Counsel for Microsoft	Knowledge of the prior art.
MobileSphere LLC (Slydial)	7 Faneuil Hall Marketplace, 4th Floor Boston, MA 02109	Knowledge of the prior art.
T-Mobile US Inc. (Sprint Corporation)	12920 SE 38th Street Bellevue, WA 98006	Knowledge of the prior art.
Vodafone Group plc	Vodafone House The Connection Newbury, RG14 2FN United Kingdom	Knowledge of the prior art.
Verizon Wireless Inc.	1095 Avenue of the Americas New York, NY 10036	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It also may be learned, as discovery proceeds and issues in this action unfold, that one or more

individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

Other individuals not specifically known to Microsoft at this time may possess relevant information, particularly information related to the non-infringement, unenforceability, and/or invalidity of the Patent-in-Suit and any related domestic or foreign applications or patents. Such individuals may include, but are not limited to: (a) authors of prior art publications and patents relevant to the subject matter of the Patent-in-Suit; (b) individuals having knowledge or any prior art use, sale offer for sale, or invention relevant to the subject matter of the Patent-in-Suit; (c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) and individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional information later becomes known and to designate and/or call further witnesses at trial. Microsoft

also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

B. Relevant Documents and Tangible Things

Based upon information reasonably available to Microsoft at the present time, Microsoft expects that it may use the following categories of documents, data compilations, and tangible things that are in its possession, custody or control to support its claims and/or defenses to counterclaims, unless solely for impeachment. These disclosures do not constitute admissions as to the relevance or admissibility of the identified materials or a waiver of any attorney-client privilege, work product protection or other applicable protection or immunity.

1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).

6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

Pursuant to its investigation to date, Microsoft is not currently aware of any Microsoft non-custodial data sources that contain non-duplicative discoverable information. Microsoft expressly reserves the right to identify any Microsoft non-custodial data sources if such additional documents and information become known and are discovered. In support of its claims, Microsoft may also rely on documents produced by Defendant pursuant to Federal Rule of Civil Procedure 34 and/or documents produced by non-parties pursuant to Federal Rule of Civil Procedure 45.

C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Respectfully submitted,

Date: August 23, 2021

/s/ Richard A. Cederoth

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Attorneys for Defendant Microsoft Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on August 23, 2021 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth

EXHIBIT K.4

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00461

JURY TRIAL DEMANDED

DEFENDANT’S SECOND AMENDED INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)

Defendant Microsoft Corporation (“Microsoft”) provides these second amended initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). The information set forth below is preliminary and does not reflect any discovery obtained in this action from Plaintiff or third parties. Discovery or other investigation in the future may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in these

initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Thiru Reddy	Counsel for Microsoft	Knowledge of the design and operation of Windows Network Policy Server.
Bernard Aboba	Counsel for Microsoft	Knowledge of the design, development, and operation of the prior art Internet Authentication Server and RADIUS.
Vijay Kumar	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Jeff Woolsey	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development Managing Director of Business	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the

Name	Contact Information	Subject
Development for WSOU		relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Lucent Technologies Inc.	PO Box 636, 600 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia of America Corporation (formerly Alcatel-Lucent USA Inc.)	600-700 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit; knowledge of the prior art including that obtained through its acquisition of Alcatel Lucent S.A. and Livingston Enterprises, Inc.
Nokia Solutions and Networks BV	Antareslaan 1 Hoofddorp 2132 JE Netherlands	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Technologies Oy	Karaportti 3 Espoo, Uusimaa 02610 Finland	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit; knowledge of the prior art including that obtained through its acquisition of Alcatel Lucent S.A. and Livingston Enterprises, Inc.
OCO Opportunities Master Fund, L.P., (f/k/a Omega Credit	810 7th Avenue, 33rd Floor New York, NY 10019	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit,

Name	Contact Information	Subject
Opportunities Master Fund LP)		prior art, and/or invalidity of the Patent-in-Suit.
Orange Holdings	502 North Division Street Carson City, NV, 89703	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Wade and Company	17 Prince Arthur Toronto, Ontario, M5R 1G4, Canada	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WCFT Cayman Ltd.	Unknown	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WSOU Investments, LLC	605 Austin Ave, Suite 6 Waco, Texas 76701	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Shiyan Hua	Alcatel-Lucent Enterprise (ALE USA, Inc.), 26801 Agoura Rd, Calabasas, CA 91301	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Ahmed N. Zaki	Alcatel-Lucent Enterprise (ALE USA, Inc.), 26801 Agoura Rd, Calabasas, CA 91301	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.

Name	Contact Information	Subject
John P. Cornely	Fay Sharpe LLP The Halle Building 1228 Euclid Avenue, 5th Floor Cleveland, Ohio 44115-1843	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Richard J. Minnich	Fay Sharpe LLP The Halle Building 1228 Euclid Avenue, 5th Floor Cleveland, Ohio 44115-1843	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Joseph D. Dreher	Fay Sharpe LLP The Halle Building 1228 Euclid Avenue, 5th Floor Cleveland, Ohio 44115-1843	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Interlink Networks Services LLC	2531 Jackson Road, Suite 306 Ann Arbor, MI 48103-3818	Knowledge of the prior art.
Merit Network, Inc.	880 Technology Drive, Suite B Ann Arbor, Michigan 48108-8963	Knowledge of the prior art.
Micro Focus International plc	The Lawn 22-30 Old Bath Road Newbury, Berkshire, RG14 1QN, United Kingdom	Knowledge of the prior art including that obtained through its acquisition of Inprise Corporation, also known as Borland Software Corporation.

Name	Contact Information	Subject
Microsoft Corporation	One Microsoft Way Redmond, WA 98052 Contact through Counsel for Microsoft	Knowledge of the prior art.
Oracle Corporation	2300 Oracle Way Austin, TX 78741	Knowledge of the prior art including that obtained through its acquisition of Sun Microsystems, Inc.
Sony Corporation (and affiliates)	1-7-1 Konan Minato-ku Tokyo, 108-0075 Japan	Knowledge of the prior art.
Telefonaktiebolaget LM Ericsson (and affiliates)	Torshamnsgatan 21 Stockholm, Sweden	Knowledge of the prior art.
Wind River Systems, Inc.	500 Wind River Way Alameda, CA 94501	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It also may be learned, as discovery proceeds and issues in this action unfold, that one or more individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

Other individuals not specifically known to Microsoft at this time may possess relevant information, particularly information related to the non-infringement, unenforceability, and/or invalidity of the Patent-in-Suit and any related domestic or foreign applications or patents. Such individuals may include, but are not limited to: (a) authors of prior art publications and patents relevant to the subject matter of the Patent-in-Suit; (b) individuals having knowledge or any prior art use, sale offer for sale, or invention relevant to the subject matter of the Patent-in-Suit;

(c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) and individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional information later becomes known and to designate and/or call further witnesses at trial. Microsoft also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

B. Relevant Documents and Tangible Things

Based upon information reasonably available to Microsoft at the present time, and subject to the entry of a suitable protective order for the protection of confidential information, Microsoft expects that it may use the following categories of documents, data compilations, and tangible things that are in its possession, custody or control to support its claims and/or defenses to counterclaims, unless solely for impeachment. These disclosures do not constitute admissions as to the relevance or admissibility of the identified materials or a waiver of any attorney-client privilege, work product protection or other applicable protection or immunity.

1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).
2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).
6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

Pursuant to its investigation to date, Microsoft is not currently aware of any Microsoft non-custodial data sources that contain non-duplicative discoverable information. Microsoft expressly reserves the right to identify any Microsoft non-custodial data sources if such additional documents and information become known and are discovered. In support of its claims, Microsoft may also rely on documents produced by Defendant pursuant to Federal Rule of Civil Procedure 34 and/or documents produced by non-parties pursuant to Federal Rule of Civil Procedure 45.

C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Respectfully submitted,

Date: January 13, 2022

/s/ Richard A. Cederoth

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jwmcbride@sidley.com

Attorneys for Defendant Microsoft Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on January 13, 2022 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth

EXHIBIT K.5

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00463

JURY TRIAL DEMANDED

DEFENDANT'S AMENDED INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)

Defendant Microsoft Corporation (“Microsoft”) provides these amended initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). The information set forth below is preliminary and does not reflect any discovery obtained in this action from Plaintiff or third parties. Discovery or other investigation in the future may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in these

initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Mark DePue	Counsel for Microsoft	The architecture and operation of the display module in HoloLens 2.
Yarn-Chee Poon	Counsel for Microsoft	The architecture and operation of the display module in HoloLens 2.
Wyatt Davis	Counsel for Microsoft	The architecture and operation of the display module in HoloLens 2.
Josh Miller	Counsel for Microsoft	The architecture and operation of the display module in HoloLens 2.
Matt Fleckenstein	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development Managing Director of	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior

Name	Contact Information	Subject
Business Development for WSOU		art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Alcatel-Lucent USA Inc.	600-700 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
BP Funding Trust, Series SPL-VI c/o Basepoint Administrative, LLC	500 Delaware Avenue, 11th Floor Wilmington, DE 19801 United States	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Credit Suisse AG	Eleven Madison Avenue New York, NY 10010	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Solutions and Networks BV	Antareslaan 1 Hoofddorp 2132 JE Netherlands	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Technologies Oy	Karaportti 3 Espoo, Uusimaa 02610 Finland	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.

Name	Contact Information	Subject
OCO Opportunities Master Fund, L.P., (f/k/a Omega Credit Opportunities Master Fund LP)	810 7th Avenue, 33rd Floor New York, NY 10019	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Orange Holdings	502 North Division Street Carson City, NV, 89703	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Wade and Company	17 Prince Arthur Toronto, Ontario, M5R 1G4, Canada	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WCFT Cayman Ltd.	Unknown	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WSOU Holdings, LLC	16192 Coastal Highway Lewes, Delaware, 19958	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Gang Chen	Brinks Gilson & Lione, 455 N. Cityfront Plaza Drive Suite 3600 Chicago, IL 60611	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Roland Ryf	Nokia Bell Labs, Bell Labs, 791 Holmdel Road, Holmdel, NJ 07733	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of

Name	Contact Information	Subject
		inequitable conduct, prior art and/or invalidity.
Yuri A. Gruzdkov	Mendelsohn Dunleavy 1500 John F. Kennedy Blvd., Suite 312 Philadelphia, PA 19102	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Steve Mendelsohn	Mendelsohn Dunleavy 1500 John F. Kennedy Blvd., Suite 312 Philadelphia, PA 19102	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
ExPlay	1, Str. 6, Shosse Varshavskoe Moscow, 117105 Russian Federation	Knowledge of the prior art.
Kopin	125 North Drive Westborough, MA 01581	Knowledge of the prior art.
Light Blue Optics	St. John's Innovation Centre Cowley Road Cambridge, Cambs CB4 0WS, GB	Knowledge of the prior art.
Microvision	6244 185th Ave NE, Suite 100 Redmond, WA 98052	Knowledge of the prior art.
Mitsubishi	655 Third Avenue New York, NY 10017	Knowledge of the prior art.
Novalux	via Marzabotto, 240050 Funo di Argelato	Knowledge of the prior art.

Name	Contact Information	Subject
	Bologna, Italy	
Samsung	85 Challenger Road Ridgefield Park, NJ 07660-2106	Knowledge of the prior art.
Texas Instruments	12500 TI Boulevard Dallas, TX 75243-592	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It also may be learned, as discovery proceeds and issues in this action unfold, that one or more individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

Other individuals not specifically known to Microsoft at this time may possess relevant information, particularly information related to the non-infringement, unenforceability, and/or invalidity of the Patent-in-Suit and any related domestic or foreign applications or patents. Such individuals may include, but are not limited to: (a) authors of prior art publications and patents relevant to the subject matter of the Patent-in-Suit; (b) individuals having knowledge or any prior art use, sale offer for sale, or invention relevant to the subject matter of the Patent-in-Suit; (c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having

knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional information later becomes known and to designate and/or call further witnesses at trial. Microsoft also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

B. Relevant Documents and Tangible Things

Based upon information reasonably available to Microsoft at the present time, and subject to the entry of a suitable protective order for the protection of confidential information, Microsoft expects that it may use the following categories of documents, data compilations, and tangible things that are in its possession, custody or control to support its claims and/or defenses to counterclaims, unless solely for impeachment. These disclosures do not constitute admissions as to the relevance or admissibility of the identified materials or a waiver of any attorney-client privilege, work product protection or other applicable protection or immunity.

1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).
2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).

6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

Pursuant to its investigation to date, Microsoft is not currently aware of any Microsoft non-custodial data sources that contain non-duplicative discoverable information. Microsoft expressly reserves the right to identify any Microsoft non-custodial data sources if such additional documents and information become known and are discovered. In support of its claims, Microsoft may also rely on documents produced by Defendant pursuant to Federal Rule of Civil Procedure 34 and/or documents produced by non-parties pursuant to Federal Rule of Civil Procedure 45.

C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft

has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Respectfully submitted,

Date: August 30, 2021

/s/ Richard A. Cederoth

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Attorneys for Defendant Microsoft Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on August 30, 2021 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth

EXHIBIT K.6

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00464

JURY TRIAL DEMANDED

DEFENDANT’S THIRD AMENDED INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)

Defendant Microsoft Corporation (“Microsoft”) provides these third amended initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). The information set forth below is preliminary and fact discovery is ongoing. Discovery or other investigation in the future may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in these

initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Maksim Golunov	Counsel for Microsoft	Knowledge of design and operation of the Skype (Consumer) and Teams accused products/services.
Nigel Stuke	Counsel for Microsoft	Knowledge of design and operation of the Teams accused products/services.
Marek Dorusinec	Counsel for Microsoft	Knowledge of design and operation of Registrar.
Pavel Tic	Counsel for Microsoft	Knowledge of design and operation of Push Notification Hub.
Sergey Anikin	Counsel for Microsoft	Knowledge of design and operation of the Troutier service.
Luis Carrasco	Counsel for Microsoft	Knowledge of marketing of the Skype (Consumer) accused products/services.
Bindu Pillai	Counsel for Microsoft	Knowledge of marketing of the Teams accused products/services.
Jamie Stark ¹	Counsel for Microsoft	Knowledge of marketing of Skype for Business Online and On-Premises.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business,

¹ Microsoft's identification of Mr. Stark is conditioned on the ultimate outcome of the parties' dispute if WSOU proceeds with seeking to add Skype for Business to the -464 case. Microsoft reserves the right to disclose an additional technical witness (or witnesses) for Skype for Business if WSOU proceeds with seeking to add Skype for Business to the -464 case.

Name	Contact Information	Subject
		WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development Managing Director of Business Development for WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Nokia of America Corporation	600 Mountain Ave Ste 700 Murray Hill, NJ, 07974	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
BP Funding Trust, Series SPL-VI c/o Basepoint Administrative, LLC	500 Delaware Avenue 11th Floor Wilmington, DE 19801	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Credit Suisse AG	Eleven Madison Avenue New York, NY 10010	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Solutions and Networks BV	Antareslaan 1 Hoofddorp 2132 JE	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-

Name	Contact Information	Subject
	Netherlands	Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Nokia Technologies Oy	Karaportti 3 Espoo, Uusimaa 02610 Finland	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
OCO Opportunities Master Fund, L.P., (f/k/a Omega Credit Opportunities Master Fund LP)	810 7th Avenue, 33rd Floor New York, NY 10019	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Orange Holdings	502 North Division Street Carson City, NV, 89703	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Wade and Company	520 Newport Centre Boulevard Newport Beach, California 92660	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WCFT Cayman Ltd.	Unknown	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
WSOU Holdings, LLC	16192 Coastal Highway Lewes, Delaware, 19958	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Aqua Licensing LLC	201 Mission, Suite 1200 San Francisco, California, 94105	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Ronald F. Watts	Mt. Bakerview Condominiums	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit,

Name	Contact Information	Subject
	910 34th St., Unit 100 Anacortes, WA 98221-356	conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Gilman R. Steven	ETO4I, Inc. 850 Quail Rise Fairview, TX 75069	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Raffi Gostanian	Proactive Patents 900 West Bethany Drive, Suite 380 Allen, Texas 75013	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Richard A. Mysliwicz	Solera Holdings 1301 Solana Blvd #2100 Westlake, TX 76262	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.
Avaya Inc.	2605 Meridian Parkway Suite 200 Durham, NC 27713	Knowledge of the prior art.
Cisco Systems, Inc.	170 West Tasman Dr. San Jose, CA 95134	Knowledge of the prior art.
Ericsson Inc.	6300 Legacy Drive Plano, TX 75024	Knowledge of the prior art.
Microsoft Corporation	One Microsoft Way Redmond, WA 98052 Contact through Counsel for Microsoft	Knowledge of the prior art.

Name	Contact Information	Subject
Voicenet Communications	9810 Ashton Road Philadelphia, PA 19114	Knowledge of the prior art.
Vonage Holdings Corp.	23 Main St. Holmdel, NJ, 07733	Knowledge of the prior art.
Columbia University	412 Low Memorial Library 535 West 116th Street New York, NY 10027	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It also may be learned, as discovery proceeds and issues in this action unfold, that one or more individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

Other individuals not specifically known to Microsoft at this time may possess relevant information, particularly information related to the non-infringement, unenforceability, and/or invalidity of the Patent-in-Suit and any related domestic or foreign applications or patents. Such individuals may include, but are not limited to: (a) authors of prior art publications and patents relevant to the subject matter of the Patent-in-Suit; (b) individuals having knowledge or any prior art use, sale offer for sale, or invention relevant to the subject matter of the Patent-in-Suit; (c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having

knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional information later becomes known and to designate and/or call further witnesses at trial. Microsoft also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

B. Relevant Documents and Tangible Things

Based upon information reasonably available to Microsoft at the present time, Microsoft expects that it may use the following categories of documents, data compilations, and tangible things that are in its possession, custody or control to support its claims and/or defenses to counterclaims, unless solely for impeachment. These disclosures do not constitute admissions as to the relevance or admissibility of the identified materials or a waiver of any attorney-client privilege, work product protection or other applicable protection or immunity.

1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).
2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).

5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).

6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

Pursuant to its investigation to date, Microsoft is not currently aware of any Microsoft non-custodial data sources that contain non-duplicative discoverable information. Microsoft expressly reserves the right to identify any Microsoft non-custodial data sources if such additional documents and information become known and are discovered. In support of its claims, Microsoft may also rely on documents produced by Defendant pursuant to Federal Rule of Civil Procedure 34 and/or documents produced by non-parties pursuant to Federal Rule of Civil Procedure 45.

C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft

has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Date: March 15, 2022

/s/ Richard A. Cederoth

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Fax: (213) 896-6600

*Attorneys for Defendant Microsoft
Corporation*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on March 15, 2022 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth

EXHIBIT K.7

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WSOU INVESTMENTS, LLC, d/b/a
BRAZOS LICENSING AND
DEVELOPMENT

Plaintiff,

v.

MICROSOFT CORPORATION,

Defendant.

Civil Action No. 6:20-cv-00465

JURY TRIAL DEMANDED

**DEFENDANT’S FIRST AMENDED DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)**

Defendant Microsoft Corporation (“Microsoft”) provides these initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). Discovery or other investigations are ongoing and may reveal or disclose additional or different information. Microsoft has not completed its investigation and expressly reserves the right to supplement, clarify, and/or modify these disclosures under Rule 26(e) either formally or informally through the normal course of discovery (e.g., by producing documents, responding to interrogatories, or producing witnesses at depositions) to the extent required or permitted by the Federal Rules of Civil Procedure and the Local Rules.

Nothing in these initial disclosures shall constitute a waiver of any claim or defense, whether procedural or substantive, including without limitation any claim or defense as to the sufficiency of the complaint, any applicable privilege or immunity, and the right to object to discovery requests that are not relevant and proportional to the needs of the case. Nothing in these

initial disclosures shall constitute an admission or concession on the part of Microsoft with respect to any issues of fact or law.

A. Individuals Likely to Have Discoverable Information that Microsoft May Use to Support Its Claims or Defenses

Based upon information reasonably available to Microsoft at the present time, Microsoft identifies the following individuals it believes are likely to have discoverable information that Microsoft may use to support its claims and/or defenses in this action. There may be currently unknown individuals with discoverable information. Microsoft reserves the right to amend or supplement the list of individuals following further investigation and discovery. Microsoft may also rely on witnesses and documents disclosed by Plaintiff WSOU Investments, LLC, d/b/a/ Brazos Licensing and Development (“WSOU”) in its disclosure or in the course of the discovery process.

Below, Microsoft provides the last known address and telephone number or other designated contact information for each individual it believes has such information. All persons with contact information listed as Microsoft Corporation are current or former employees of, or consultants to, Microsoft. As a result, Microsoft holds certain attorney-client privilege rights related to actions and communications of such persons. Microsoft does not consent to or authorize WSOU or WSOU’s representatives to communicate with Microsoft’s current or former employees or consultants. All communications with these individuals should be made only through counsel of record for Microsoft in this action. In making these disclosures, Microsoft does not waive its right to object, pursuant to any applicable Federal Rule of Civil Procedure or Local Rule, to the deposition or trial testimony of any of the individuals listed below or production of any document or tangible thing in the possession of these individuals on the basis of privilege, relevance, or any other valid ground:

Name	Contact Information	Subject
Amit Kumar	Counsel for Microsoft	Knowledge of the design, development, and operation of Azure Monitor.
Anirudh Cavale	Counsel for Microsoft	Knowledge of the design, development, and operation of Azure Monitor.
Vijay Kumar	Counsel for Microsoft	Knowledge of marketing of the accused products/services.
Kathryn Griffith	Counsel for Microsoft	Knowledge of Microsoft's accounting systems and financial information relating to the accused products/services.
Craig Etchegoyen, Chairman and Founder of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Aaron Garvey, Head of Finance at WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, WSOU's financial information, and/or any alleged practice of the Patent-in-Suit.
Stuart A. Shanus, President of WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior owner of the Patent-in-Suit Wade & Co., prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.
Matt Hogan, Business Development Managing Director of Business Development for WSOU	Counsel for Plaintiff	Knowledge of the Patent-in-Suit, including but not limited to the acquisition, sale, and/or transfer of the Patent-in-Suit, prior art, invalidity of the Patent-in-Suit, efforts to license or enforce the Patent-in-Suit, the relevant market, WSOU's business, and/or any alleged practice of the Patent-in-Suit.

Name	Contact Information	Subject
Alcatel Lucent	148/152 route de la Reine Boulogne-Billancourt, Ile-de-France 92100 France	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Alcatel-Lucent USA Inc. (currently known as Nokia of America)	600-700 Mountain Avenue Murray Hill, New Jersey 07974-0636	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Credit Suisse AG	Eleven Madison Avenue New York, NY 10010	Knowledge of the Patent-in-Suit, including efforts to sell, assign, transfer, or license the Patent-in-Suit, valuation of the Patent-in-Suit, ownership of the Patent-in-Suit, prior art, and/or invalidity of the Patent-in-Suit.
Tian Bu	AppDynamics One Penn Plaza 6th and 9th Floors New York, NY 10119	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Jin Cao	Bell Labs, 600 Mountain Avenue Murray Hill, NJ 07974-0636	Named inventor on the Patent-in-Suit. Knowledge of the Patent-in-Suit, including the subject matter of the Patent-in-Suit, prosecution of the Patent-in-Suit, conception, reduction to practice, acts of inequitable conduct, prior art and/or invalidity.
Martin I. Finston	Sandia National Laboratories P.O. Box 5800 Albuquerque, NM 87185	Knowledge of the Patent-in-Suit, the prosecution of the Patent-in-Suit, related U.S. and foreign patents and applications, the prosecution of related U.S. and foreign patents and applications, and issues relating thereto, including the subject matter of the Patent-in-Suit, validity, conception, reduction to practice, acts of inequitable conduct, and/or prior art.

Name	Contact Information	Subject
Alcatel-Lucent S.A.	148-152 Route de la Reine, 92100 Boulogne-Billancourt, France	Knowledge of the prior art.
Cisco Systems, Inc.	170 West Tasman Dr. San Jose, CA 95134	Knowledge of the prior art.
Lucent Technologies, Inc.	600 Mountain Avenue New Providence, NJ 07974	Knowledge of the prior art.
The Center for Applied Internet Data Analysis	9500 Gilman Dr. MC 0505 La Jolla, CA 92093, US	Knowledge of the prior art.
The University of Washington	1410 NE Campus Parkway Seattle, WA 98195	Knowledge of the prior art.

This disclosure is submitted with the understanding and belief that, at all times, the knowledge and information held by potential witnesses identified for a given subject may vary. It also may be learned, as discovery proceeds and issues in this action unfold, that one or more individuals may be more knowledgeable about relevant facts and issues than other individuals. By indicating the general subject matter as to which Microsoft now believes a given individual may be knowledgeable, Microsoft is in no way limiting its right to call that individual to testify at trial or at deposition concerning other subjects.

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(c) individuals having knowledge of the level of ordinary skill in the art to which the alleged inventions of the Patent-in-Suit pertain; (d) individuals having knowledge of any declarations, commitments, or encumbrances involving the Patent-in-Suit; (e) individuals having knowledge of any licenses to the Patent-in-Suit, any negotiations to license the Patent-in-Suit, any offers to license the Patent-in-Suit, or any refusal to license the Patent-in-Suit; (f) individuals having knowledge of the circumstances or manner in which the alleged inventions are disclosed in the Patent-in-Suit; (g) individuals having knowledge of the alleged inventorship, ownership or rights in the Patent-in-Suit and/or the subject matter of the Patent-in-Suit; (h) individuals having knowledge of the operation and development of the accused products, including employees of Microsoft; and (i) and individuals having knowledge of the financial information, sales, and marketing related to the accused products. Because discovery, investigation, and analysis of this matter are ongoing, Microsoft reserves its right to supplement this information if additional information later becomes known and to designate and/or call further witnesses at trial. Microsoft also reserves the right to seek discovery from, and relating to, other persons that may subsequently become known as persons likely to have discoverable information relevant to the disputed facts.

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1. Documents related to the prior art to the Patent-in-Suit or non-enforceability of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).
2. Documents related to the design and operation of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
3. Documents relating to financial data pertaining to Microsoft's accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
4. Documents relating to the marketing of the accused products/services (Redmond, Washington and offices of Microsoft's outside counsel in Chicago, Illinois).
5. Publicly available documents relating to the prosecution of the Patent-in-Suit or any related patents or patent applications, including publicly available copies of the Patent-in-Suit and its file history (offices of Microsoft's outside counsel in Chicago, Illinois).
6. Publicly available documents relating to the sale, license, or assignment of the Patent-in-Suit (offices of Microsoft's outside counsel in Chicago, Illinois).

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C. Damages

Microsoft may seek its expenses, costs, and attorney's fees incurred in connection with this action as well as any other relief as the Court deems proper and equitable.

D. Insurance Agreements

Microsoft, like other corporate entities, has a complex commercial insurance program involving many types of coverage and multiple layers/participants. Given the fact that Microsoft has sufficient assets to cover the alleged damages at issue in this litigation, information about Microsoft's confidential insurance program is not relevant here.

Respectfully submitted,

Date: September 30, 2021

/s/ Richard A. Cederoth

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Attorneys for Defendant Microsoft Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on September 30, 2021 by e-mail to all counsel of record.

/s/ Richard A. Cederoth
Richard A. Cederoth